

In re:

THE DIOCESE OF BUFFALO, N.Y.,

Debtor.

Chapter 11

Case No. 20-10322 (CLB)

### **VERIFIED RULE 2019 DISCLOSURE**

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Dan Chiacchia Attorneys, PLLC, submits this verified statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure.

1. Dan Chiacchia Attorneys, PLLC is located at 5113 South Park Avenue, Hamburg, New York 14075. I certify that I am a member of good standing of the bar in the State of New York, United States District Court for the Western District of New York and the United States Bankruptcy Court for the Western District of New York.

2. Dan Chiacchia Attorneys, PLLC represents each Sexual Abuse Claimant ("Claimant") listed in Exhibit A attached to this disclosure. Due to confidentiality, each Claimant listed in Exhibit A has been identified by their Sexual Abuse Proof of Claim Form number. The names and addresses of the confidential Claimants are available to permitted parties who have executed a confidentiality agreement and have access to the Sexual Abuse Claim Forms. (Order establishing August 14, 2021 as the deadline for filing Proofs of Claim, Doc. No. 729.)

3. Dan Chiacchia Attorneys, PLLC was retained by each Claimant listed in Exhibit A to pursue claims for damages against The Diocese of Buffalo, N.Y. as a result of sexual abuse. This includes representing and acting on behalf of each Claimant in the bankruptcy case. The date of the retainer agreement pertaining to each Claimant is indicated on Exhibit A.

4. An exemplar copy of a retainer agreement authorizing Dan Chiacchia Attorneys, PLLC to act on behalf of each Claimant and providing for the payment of Dan Chiacchia Attorneys, PLLC's fees and costs is attached as Exhibit B.<sup>1</sup>

5. Dan Chiacchia Attorneys, PLLC's interest relative to each Claimant is outlined in each retainer agreement executed by the Claimant and is set forth in the exemplar retainer agreements.

6. As of the date of this Statement, each Claimant maintains an individual economic interest against the Debtor, The Diocese of Buffalo, N.Y., that has been disclosed in the Confidential Sexual Abuse Claim Supplement or will be disclosed in the future.

7. The information set forth in this Statement is intended only to comply with Bankruptcy Rule 2019 and not for any other purpose.

8. The undersigned reserves the right to amend or supplement this Statement in accordance with the requirements of Bankruptcy Rule 2019 at any time in the future.

Pursuant to Rule 9011(e) of the Federal Rules of Bankruptcy Procedure, I verify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: November 8, 2024  
Hamburg, NY

*Daniel J. Chiacchia*

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Daniel J. Chiacchia

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<sup>1</sup> Information personally identifying the Claimants has been redacted from the retainer agreement exemplars in accordance with the Confidentiality Protocol as stated the Court's Order establishing August 14, 2021 as the deadline for filing Proofs of Claims (Doc. No. 729).

# Exhibit “A”

Name/Pseudonym	Index No.	Claim No.	Date of Retainer
CF 1 DOE	810544/2019	CC493	5/2/2019
CF 2 DOE	810510/2019	CC574	6/25/2019
CF 3 DOE	811563/2019	CC451	8/29/2019
CF 4 DOE	810865/2019	CC572	8/22/2019
CF 5 DOE	811163/2019	CC304	8/29/2019
CF 6 DOE	814990/2019	CC422	6/3/2019
CF 8 DOE	801518/2020	CC299	8/13/2019
CF 11 DOE	9000527	CC400	8/28/2020
CF 14 DOE	810695/2021	CC788	8/16/2021
CF 15 DOE	811109/2021	CC919	8/24/2021
Paul M. Burns	801488/2020	CC336	12/13/2019
Robert Davis	800829/2020	CC337	5/31/2019
AnnMarie Dempsey	810489/2019	CC340	4/29/2019
Dorothy DiFilippo	802848/2020	CC382	2/6/2020
Michael Pieszala	807224/2020	CC522	9/16/2019
Paul Schwandt	811763/2019	CC560	3/22/2019
Richard Watroba	814927/2019	CC295	6/7/2019
Madonna Bishop	816371/2019	CC296	6/18/2019
John Doe	801556/2020	CC948	9/27/2023
BL 1 DOE	801798/2020	CC688/CC741	In progress
Joanne Basta	E180690/2023	CC1011	2/23/2023
John Carter	806963/2021	CC614	11/17/2020
John Mumbach	804927/2021	CC633	5/6/2021
John Rybarczyk	808381/2020	CC615	6/9/2020
Mark Stainbrook	E175091/2021	CC613	10/28/2020

# **Exhibit “B”**

## RETAINER AGREEMENT

In consideration of the legal services to be rendered by the law firm of CHIACCHIA & FLEMING, LLP, ("Attorneys"), to the undersigned [REDACTED], ("Client"), Client retains the Attorneys to represent her regarding an abuse matter.

This agreement covers the Attorneys' review of the present facts as alleged by Client, and a legal analysis of same. It also includes any and all proceedings to and through an agreed-to settlement, or a verdict after trial, including all depositions, motions and pleadings.

This agreement shall constitute the Attorneys' full and exclusive authorization to act as counsel for the Client in this matter, and represents the full and complete agreement between the parties. Any changes or modifications of this agreement should be in writing.

Client understands and agrees that said attorney's fees shall be 33 1/3% of the amount of any settlement or judgment collected and received after first deducting and repaying all taxable costs and disbursements and all expenses incurred. Disbursements include, but are not limited to, transcripts, investigator's fees, fees for scientific and/or medical experts, service of process, long distance telephone calls, photocopying, computer assisted research access time, and travel. In the event of an appeal from any verdict after trial or other court rulings, fees are subject to renegotiation at the attorney's request.

Client understands that said attorney receives no fee unless a sum of money is recovered, and that no settlement shall be made without the knowledge and consent of the client. Client understands that according to New York State Law, regardless of the outcome, the client is responsible for all disbursements incurred by said attorneys in the prosecution of the client's claim.

Attorneys agree to keep the Client informed of any developments which may affect the outcome of this matter. Client understands that the Attorneys cannot and have not made any representations, expressed or implied, regarding the ultimate outcome of this matter. Attorneys agree to work diligently and faithfully on this matter to the best of their abilities for the Client's best interest.

Client understands that the Attorneys have the right, in their discretion, and on a reasonable basis, to withdraw from the matter if the Attorneys deem withdrawal to be necessary or desirable. The Attorneys at any time can demand up front costs of litigation, including but not limited to expert fees. If the client is unable or unwilling to pay such costs or disbursements the Attorneys would have the right to withdraw from representation in the matter from the case.

State and Federal law [*CPLR 306-c*, *42 USC 1395y(b)(2)* & *42 CFR 411.2*] require that Medicaid and Medicare be notified upon a determination that your claim will be pursued. Upon resolution of any action, before you may receive your recovery, it is mandated that Medicare

and/ or Medicaid recovery claims, if any, be resolved. These determinations may require the involvement of separate counsel and fees which are the responsibility of client.

Client agrees that if any liens are asserted by any hospital, ambulance service, medical provider, health care provider, pharmacy, government entities, government bodies/agencies, Medicare, Medicaid, insurance company, other entities, successor entities, or attorney enforceable against the proceeds of a judgment or settlement or against the parties released, the Client agrees to pay and satisfy such asserted lien from their net share of the settlement or judgment proceeds as calculated in paragraph 4 above, or to satisfy same on a compromise basis, and to indemnify and hold harmless said parties, including Chiacchia & Fleming, LLP, from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of any lien by any entity having such lien.

Attorneys understand that the Client has the right to discharge the Attorneys upon reasonable notice. If attorneys are discharged, Client understands and agrees that the Client has a duty to pay for all expenses incurred; and that the Attorneys otherwise have a "lien" on the Client's file until such payments are made or until some other arrangement is made satisfactory to the Client, Attorneys and Client's new attorney as to the compensation to the Attorneys for legal services provided to the date of discharge.

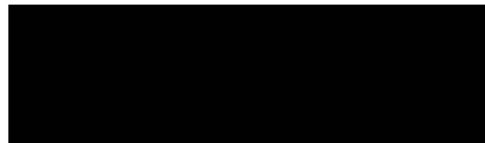
Dated: April 24, 2019  
Hamburg, New York

**CHIACCHIA & FLEMING, LLP**

By: 

Daniel J. Chiacchia

**CLIENT**



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